

Eugene Skydivers v. City of Creswell

Principal Settlement Terms

August 16, 2013

1. Council approval required for settlement
2. PLA will be the ODOT property; PLA will be non-exclusive use, through an easement, so long as other uses do not conflict with PLA use
3. Use of ODOT property as PLA, subject to County land use approvals, shall coincide with term of Mr. Moore's lot E-1 hangar lease (and any extensions), and Mr. Moore's PLA easement shall run with the land, and will be binding upon, apply and inure to the benefit of the parties' successors and assigns. Mr. Moore may assign in whole or in part the PLA use upon the prior written consent of the City, which may not be unreasonably withheld.
4. City will maintain the ODOT property; Mr. Moore will maintain a PLA target area within the ODOT property that will not conflict with AWOS. The City will make its maintenance implements available to Mr. Moore so long as, and on the same terms as, it makes those implements available to other airport users.
5. \$50,000 from City to Mr. Moore within two weeks of settlement execution
6. City to apply for and fund Lane County Special Use Permit application for use of ODOT property as PLA (process could take >1 year with appeals)
7. City will use its reasonable best efforts to diligently pursue application and prosecution of application to final approved status. If City fails to use its best efforts within reason to obtain permit, Mr. Moore may pursue the permits and pass reasonable costs of such to City.
8. No use of PLA until final land use approval, unless otherwise allowed by Lane County
9. City to install lockable gate between airport property and ODOT property; Mr. Moore will be responsible for unlocking gate at start of an operations-day and locking the gate the end of an operations-day
10. City will create signage for gate
11. Mr. Moore will pay the City \$18.18 per acre for the area he in good faith estimates he will use as a PLA. Currently, Mr. Moore estimates he will use approximately 13 acres, but will endeavor to provide the City a more certain figure before execution of the final agreement.
12. Mr. Moore creates sign for crosswalk that complies with FAA regulations
13. Mr. Moore obtains radios for use during crosswalk procedure
14. Use of ODOT property for PLA is subject to AWOS system and applicable FAA regulations
15. General PLA procedures will include:
 - a. Customer signed waivers naming City, which will be available for the City's inspection
 - b. 48 hour notice of injuries occurring on City property (including ODOT) that require professional medical attention
 - c. 48 hour notice of "mis-drops" (landings off the PLA)

- d. City will investigate marking runway and taxiway with "crosswalk" markings
16. Crossing procedure will be as follows:
- a. There shall be only one crossing point, which shall be designated by a sign on the east side of the runway located approximately 45 feet from the edge of the runway.
 - b. Following completion of a jump, skydivers shall proceed to and assemble at the sign, where they shall check off on the procedures described in subparts c through f of this section before crossing.
 - c. Prior to crossing, skydivers check the windsock to confirm the aircraft traffic pattern and check for aircraft on downwind base and final approach, and for the absence of aircraft moving onto the active runway. When all of the above conditions permit crossing, skydivers must also check to ensure no aircraft are engaged in a downwind landing opposite the prevailing traffic pattern before beginning to cross.
 - d. On completion of the traffic scan described above, and if no aircraft movement in the traffic pattern or on the ground is detected, skydivers will announce their intention to cross the runway on the Unicom frequency.
 - e. After completion of the above, skydivers shall be permitted to cross the runway so long as aircraft are not on base, final or moving from the hold-short line to the runway. When aircraft remain on the runway after landing, skydivers shall not cross until the aircraft either turn off at the runway midpoint or pass them at the designated crossing point.
 - f. Skydivers shall cross in a group and move promptly to clear the runway and taxiway.
 - g. All Eugene Skydivers instructors, students, and customers shall be thoroughly informed of the crossing procedures, and shall acknowledge by their signature on Eugene Skydivers' standard waiver form their understanding and their agreement to follow the procedures under penalty of the loss of skydiving privileges and/or monetary penalty.
17. Notice of violations issued by City Administrator
18. Mr. Moore responsible for the actions of his employees and customers while skydiving and crossing runway
19. For each violation of the crossing procedure by Mr. Moore, his employees, instructors, or customers, Mr. Moore shall be subject to a monetary civil penalty of up to \$250. The fine will be assessed by the City Administrator through a notice of civil penalty. If, within 14 days of the notice of violation, the violation or fine is disputed by Mr. Moore, Mr. Moore may request a hearing in municipal court.
20. Adjudication of disputed violations in Creswell Municipal Court will follow a civil violation process (non-criminal process)
21. If Mr. Moore receives five violations that are either undisputed or confirmed through the court process within a six month period, the City may withhold runway crossing privileges for a two month period. For eight undisputed or confirmed violations in a six month period, and every five violations thereafter during a six month period, the City may withhold runway crossing privileges for a

four month period. Loss of runway crossing privileges does not impact PLA use of the ODOT property. Should Mr. Moore receive four runway crossing privilege suspensions during any two year period, the City may permanently terminate runway crossing privileges.

22. The City may install cameras so that the runway and crossing point are monitored. The camera will include date and time stamping of images so that the images may be used by the City or Mr. Moore in the civil violations process. PLA and runway crossings are not matters governed by hangar lease
23. No future claim to airport property as PLA, unless City offers airport property as PLA
24. Full release of all claims related to current lawsuit
25. No admission of liability related to current lawsuit or Part 16
26. If these principal terms are approved by the Council, the parties will further document the terms of their agreement in a formal agreement
27. Judge Kasubhai will serve as binding arbitrator of any disputes concerning language for formal agreement
28. Upon execution of the formal agreement, dismissal of Part 16 and pending lawsuit
29. If, pursuant to a Part 13, Part 16, or other FAA-initiated adjudicative process, the FAA issues a final decision that the runway crossing procedures violate the Federal Aviation Act of 1958 , or an order or regulation issued under the Act, the parties will work to jointly modify the violating procedures to meet FAA requirements